

# **EXHIBIT A**

## Agreement Relating to Proprietary Information/Equipment/Work Development

In consideration of my employment with Zurich American Insurance Company or any of its subsidiaries or affiliates (hereinafter referred to individually and collectively as the "Company"), I agree to the following:

### I. PROPRIETARY INFORMATION

- A. I understand that during the course of my employment with the Company, I may have access to and/or have been involved in the development of computer software programs, related documents, systems security access codes and access passwords, as well as Company information of a business nature including but not limited to, marketing, pricing, claims, financial, strategic, risk engineering, underwriting, employee data, and planning and organizational data, all of which individually and collectively is referred to as "Proprietary Information." I also acknowledge that Proprietary Information can be proprietary to the Company as well as third parties such as vendors, agents, policyholders, and claimants (hereinafter referred to as "Third Parties").
- B. I shall use my utmost diligence to guard and protect Proprietary Information which is proprietary to the Company and Third Parties, and I shall not, during and after my period of employment with the Company, disclose, use for myself or others, make unauthorized copies of, alter or modify in anyway, or take with me such Proprietary Information. I recognize that such disclosure, use, copying, altering, modifying, or taking is grounds for dismissal from employment.
- C. Additionally, I will not share any assigned system security access codes or access passwords with any other person, including but not limited to Company employees (except with an authorized Company systems security administrator), nor accept any system security access code from any other person, whether or not employed by the Company (except from an authorized Company systems security administrator).
- D. I shall indemnify and hold the Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees, which the Company may incur arising out of my disclosure, use, copying, altering, modifying, or taking of Proprietary Information or arising out of my negligence which results in any disclosure, use, copying, altering, modifying, or taking of such Proprietary Information.
- E. I shall immediately return all Proprietary Information to the Company upon the Company's request or upon termination of my employment, including but not

limited to all documents, records, files, data, reports, notebooks, lotus notes, tapes, memoranda, diskettes, CDRom, or other physical or electronic medium.

## II. COMPANY EQUIPMENT

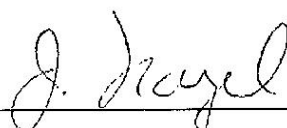
- A. Any equipment (leased or Company owned) assigned to me or made available to me for my business use by the Company is intended to be used solely by me for Company-related business and work assignments, and I shall be responsible for the protection and safety of the equipment and for the back-up of data and programs in my possession. Use of the equipment for non-Company-related business or by non-authorized Company representatives shall be deemed unauthorized usage. All such Company equipment is intended to be used solely with software supplied by the Company or expressly authorized by the Company for use with the equipment; no alterations, modifications, or attachments to the software (as noted in I.B.) of Company equipment shall be effected without prior written Company authorization. I shall indemnify and hold the Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees, which the Company may incur arising out of negligent use, misuse, or unauthorized use of such equipment.
- B. I will be responsible for all damage to such Company equipment arising out of my negligence. I will notify my manager of any such loss or damage to equipment. Further, I give the Company permission to deduct the cost to repair or replace such equipment from my paycheck.
- C. I shall immediately return all equipment in my possession to the Company upon the Company's request or upon termination of my employment.

## III. WORK DEVELOPMENT

All work product and processes developed by me, including but not limited to development of Proprietary Information, shall belong to me if I did not use any Company equipment, supplies, facilities, or trade secret information and I performed the work entirely on my own time unless the work: (a) relates to the business of the Company, or (b) relates to the Company's actual or demonstrably anticipated research or development, or (c) results from any work performed by me for the Company. Therefore, if such product(s) or process(es) do not belong to me as described above, the Company shall be the owner of such product(s) or process(es), including but not limited to Company rights as the patent or copyright holder, and, accordingly, I will not be entitled to any payment for the Company's use of such work product and processes.

#### IV. ADDITIONAL

- A. I understand that my obligations under this Agreement will continue whether or not my employment with the Company is terminated voluntarily or involuntarily.
- B. Nothing in this Agreement will change my status as an employee-at-will.
- C. This Agreement replaces any previous Agreement relating to the same or similar subject matter which I may have entered into with the Company. This Agreement may not be changed by any verbal statement or written document other than a document signed by the Director of Human Resources.
- D. I understand that failure to abide by this Agreement in any way may result in disciplinary action up to and including termination.

  
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Signature

Printed  
Name: J. Nagel

Date: 10-31-2011